

LICENSE AGREEMENT

THIS LICENSE AGREEMENT, made the 17th day of April, 2007, by and between TAKOMA AUTO CLINIC (the "Licensor") and MONTGOMERY COUNTY, MARYLAND (the "County"), (the Licensor and the County together the "Parties").

NOW THEREFORE, in consideration of the mutual terms and conditions stated below, and of the County's promise to pay the License Fee to the Licensor, the Parties agree as follows:

LICENSE AREA AND PURPOSE:

1. The Licensor does hereby license and assure the availability of up to 3,000 square feet of paved area (as shown in Exhibit A) unto the County at the rear of the TAKOMA AUTO CLINIC, 7221 CARROLL AVENUE, TAKOMA PARK, MARYLAND 20912, and noted on the attached Exhibit A (the "License Area"). The paved area will be needed by the County during the renovation and construction of Montgomery County's Fire Station Number Two. The Licensed Area is of the essence to the License, for the convenience and safety of licensee.

LICENSE TERM:

2. The term of the License shall be for a three (3) year term, commencing on or about June 1, 2007, and ending on May 31, 2010, inclusive (the "License Term"). The County shall have the right to terminate this license at any time giving thirty (30) days written notice to the Licensor of the County's intention to terminate the License.

LICENSE FEE:

3. The County will pay as a License Fee the sum of TWO THOUSAND FIVE HUNDRED AND NO/100S DOLLARS (\$2,500.00) per month during the term of the License. The License Fee to be paid in advance on the first day of the month for which it is due. During the License Term the County will remit the License Fee when due each month to TAKOMA AUTO CLINIC, 7221 Carroll Avenue, Takoma Park, Maryland 20912. The License Fee will be prorated for any month during which the County occupies the Premises for less than 30 days. The County shall not be charged or assessed any other additional license fees, utility charges, taxes, or any other expense incidental to or associated with this license and the use of the Premises.

PROPERTY DAMAGE AND LIABILITY INSURANCE:

4. A. The County will obtain, during the full term of this Agreement and any extension thereof, a policy of public liability insurance with bodily injury limits of TWO HUNDRED THOUSAND AND NO/100S DOLLARS (\$200,000.00) for injury (or death) to one person, FIVE HUNDRED THOUSAND AND NO/100S DOLLARS (\$500,000.00) per occurrence, and property damage insurance with a limit of ONE HUNDRED THOUSAND AND NO/100S DOLLARS (\$100,000.00). The County retains the right to self insure.

B. The County agrees that it will not keep any article which may be prohibited by the standard form of fire or hazard insurance policy. In the event the County's occupancy causes any increase in the insurance premiums for any part thereof, the County shall pay the additional premiums as they become due.

C. The County agrees to hold harmless and hereby indemnifies Licensor, and Managing Agent, from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence, or occasioned wholly or in part any act or omission of the County or its employees at or upon the Licensed Premises, or the occupancy or use by the County of the Licensed Premises or any part thereof, or the County's use of the exterior areas designated by Licensor for the comfort and convenience of the County. The indemnification is subject to the notice and damages limitations stated in the Local Government Tort Claims Act in Maryland Annotated Code (2002) as amended from time to time. The indemnification shall not be considered to be a waiver of governmental immunity and is not intended to create any rights or causes of action of third parties. The County shall not, however, be liable for damage or injury occasioned by the acts or omissions of Licensor or its agents, or Licensor's failure to comply with its obligations hereunder.

D. The County further agrees that all personal property in the Licensed Premises shall be and remain at the County's risk, and Licensor shall not be liable for any damage to or loss of such personal property excepting damage arising out of the acts or omissions of the Licensor, Licensor's agents, and employees.

E. The County shall deliver to Licensor a certificate of insurance evidencing the coverage required by this License Agreement within thirty (30) days from the execution of this Agreement. The County reserves the right to self insure. The County and Licensor hereby waive any right of subrogation against the other to the extent that the liability arises from a cause covered by insurance and only to the extent of the insurance proceeds recovered, and provided that the Parties' insurance policies permit such a waiver.

F. Any obligation or liability of the County arising in any way from this License is subject to, limited by, and contingent upon the appropriation of funds. Any indemnification given by the County in this License is limited by the damage caps and notice requirements stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. §§ 5-301, et seq. (2002) Repl. Vol. (the "LGTCA"); Md. Code Ann. Art. 25A § 1A (2003 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. § 5-509 (2002 Repl. Vol.), (together the "County Indemnification Statutes"), all as amended from time to time, and that any indemnification given by the County in this License is not intended to create any rights or causes of action in any third parties or to increase the County's liability above the caps provided in the County Indemnification Statutes, as applicable. Any increases in any caps shall apply to this License automatically.

HOURS OF USE:

5. The County shall use and occupy the Premises 24 hours a day, seven days a week.

AS IS CONDITION:

6. The Licensed Area is licensed in an "as is" condition. No changes will be made by either party to the parking arrangements and layout unless the change is acceptable to both Parties and approved in writing by both Parties. Licensors agrees to allow the County to connect to Licensors sanitary sewer system. The County agrees to restore the area to be excavated for the sewer connection to its approximate condition prior to the excavation.

TEMPORARY RIGHT OF WAY EASEMENT:

7. Licensors grants a temporary easement to the County and the County's guests, invitees, clients, and employees on and over the driving aisles and sidewalk of the Takoma Auto Clinic property for the purpose of access to and from the License Area for the duration of this license.

RESPONSIBILITY FOR MAINTENANCE:

8. The County will provide and be responsible for normally and regularly scheduled services for the Licensed Area as provided for the remainder of the Takoma Auto Clinic parking lot, including snow removal and usual cleaning and maintenance of the parking lot.

CONVENANT OF QUIET ENJOYMENT:

9. The Licensors covenants that upon payment of the License Fee, the County shall have and hold the Premises free from any interference from the Licensors.

MODIFICATION OF LICENSE AGREEMENT:

10. Any modification to this License must be in writing and approved by both Parties.

NON-DISCRIMINATION:

11. Licensors agree to comply with the non-discrimination in employment policies in County contracts as required by Section 11B-33 and Chapter 27 of the Montgomery County Code (2004), as amended, as well as all other applicable state and federal laws and regulations regarding employment discrimination. The Licensor assures the County that in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of age, color, creed, ancestry, sex, marital status, disability, national origin, race religious creed, sexual orientation, or genetic status.

CONTRACT SOLICITATION:

12. Licensor represents that it has not retained anyone to solicit or secure this License from Montgomery County, Maryland, upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees or bona fide established commercial, selling or leasing agencies maintained by the Licensor for the purpose of securing business or any attorney rendering professional legal service consistent with applicable canons of ethics.

PUBLIC EMPLOYMENT:

13. Licensor understands that unless authorized under Chapter 19A and §11B-52 of the Montgomery County Code (2004), as amended, it is unlawful for any person transacting business with Montgomery County, Maryland, to employ a public employee for employment contemporaneous with his or her public employment.

NON-APPROPRIATION:

14. This License is subject to the annual appropriation of funds. This License shall terminate automatically on July 1 of any year for which Montgomery County, for whatever reason, does not appropriate funds for this License. The County shall give Licensor at least thirty (30) days written notice of the lack of appropriation. The Licensor shall not make or be entitled to any claim for reimbursement of any kind, whether for improvements or prepaid items for any amount of money for which there has been no appropriation of funds.

NOTICES:

15. Any notice required or given hereunder by Licensor to the County shall be deemed to have been given if sent by registered or certified mail, postage prepaid, return receipt requested, if addressed to:

LICENSEE:

Montgomery County, Maryland
Property Acquisition Section
101 Monroe Street, 10th Floor
Rockville, MD 20850

LICENSOR:

Takoma Auto Clinic
7221 Carroll Avenue
Takoma Park, MD 20912

IN WITNESS HERETO, the Parties enter into this License as of this ____ day of _____, 2007.

WITNESS:

By: [Signature]
Date: 03/08/07

WITNESS:

By: Rebecca S Domaruk
Date: 4/17/07

APPROVED AS TO FORM AND LEGALITY
OFFICE OF THE COUNTY ATTORNEY

By: Gileen J. Brannen
Date: 4/11/2007

LICENSOR:

Takoma Auto Clinic

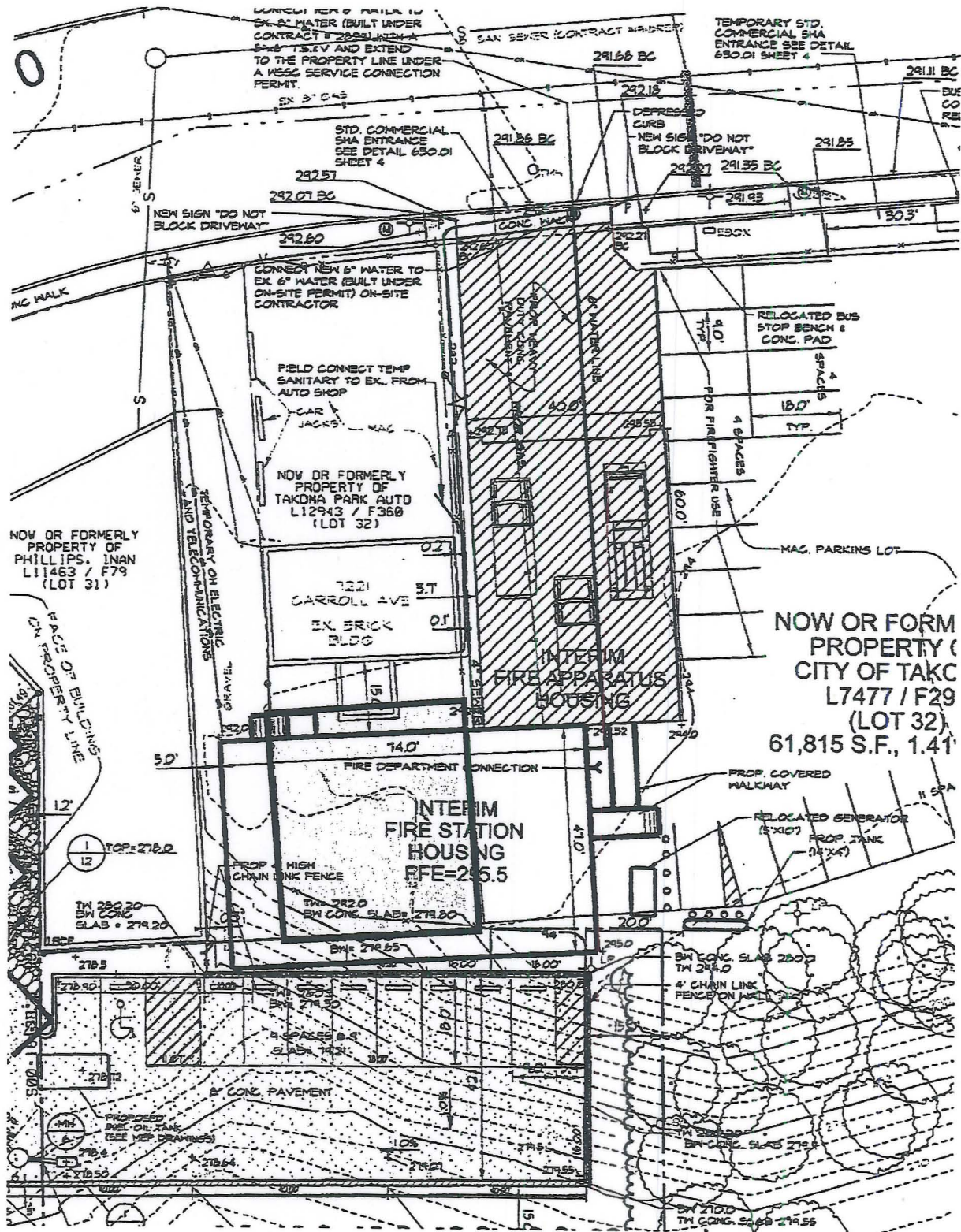
By: [Signature]
Title: owner
Date: 3/8/07

THE COUNTY:

Montgomery County, Maryland

By: [Signature]
Timothy Firestine
Chief Administrative Officer
Date: 4/17/2007

EXHIBIT A



Interim Firestation
Use Area of Johnny's Property